

Before the
FEDERAL COMMUNICATIONS COMMISSION

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)
Petition of WorldCom, Inc. Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon-Virginia, Inc., and for)
Expedited Arbitration)
_____)

CC Docket No. 00-218

REQUEST FOR ARBITRATION

WorldCom, Inc, through its undersigned attorneys, and pursuant to Section 252(e)(5) of the Telecommunications Act of 1996 ("1996 Act"), 47 U.S.C. § 252(e)(5), and the Commission's orders dated January 19, 2001 and February 1, 2001, respectfully submits this petition for arbitration of unresolved issues concerning the terms of an interconnection agreement between WorldCom subsidiaries MCImetro Access Transmission Services of Virginia, Inc. ("MCImetro") and MCI WORLDCOM Communications of Virginia, Inc. ("MCI WORLDCOM") (collectively "WorldCom") and Verizon-Virginia, Inc., f/k/a Bell Atlantic-Virginia, Inc. ("Verizon").

INTRODUCTION

The terms of resale, interconnection, and purchase of network elements between WorldCom and Verizon are currently governed by interconnection agreements that were set to expire on July 17, 2000, but have continued on a month- to- month basis pending their replacement by a successor agreement between the parties. As described below, Verizon's refusal to negotiate has completely frustrated WorldCom's efforts to negotiate a successor

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agreement, and has prevented the parties from reaching agreement on any of the terms of interconnection. Verizon's refusal to negotiate jeopardizes WorldCom's ability to enter into the Virginia local telecommunications market on terms consistent with the requirements of the 1996 Act. Accordingly WorldCom requests that the Commission arbitrate the issues that are in dispute.

PARTIES TO NEGOTIATIONS AND ARBITRATION PROCEEDINGS

Pursuant to Section 2.1(a) of the order establishing the procedural requirements for this filing,¹ the contact information for all parties to the negotiations and WorldCom's designated representatives appears in Exhibit A to this Petition.

WORLDCOM'S EFFORTS TO RESOLVE THE DISPUTE THROUGH GOOD FAITH NEGOTIATION

Pursuant to Section 2.1(b) of the Procedural Order, WorldCom states the following:

WorldCom initiated negotiations with Verizon on March 3, 2000, by sending Verizon a letter requesting interconnection and commencement of the negotiation and arbitration process pursuant to Section 252 of the 1996 Act. Although negotiations for a new interconnection agreement were to begin after this request was received, the reality of the relationship between the entities is that discussions had taken place over the course of the prior year that were relevant to the interconnection agreement in Virginia. Over the course of the prior year, WorldCom had worked in good faith with Verizon toward maturing the existing interconnection agreements in the Verizon territory to reflect changes in law, new business requirements and updates from operational changes between the companies. The companies had in fact conducted business

¹ Public Notice, Procedures Established for Arbitration of Interconnection Agreements Between Verizon and AT&T, Cox, and WorldCom, DA-01-270 (Feb. 1, 2001) ("Procedural Order").

under the existing agreement for three years; yet, when WorldCom attempted to have substantive discussions, Verizon changed its positions, changed its negotiation teams, and proposed to delay the start of real negotiations until December 2000.

In July 1999, WorldCom and Verizon determined that negotiations were necessary to set the terms of interconnection for MCI metro in Maryland. The parties generally agreed that the results of Maryland negotiations could then be used as a basis for the interconnection agreements in other states, including Virginia. During the Maryland negotiations that took place during the fall of 1999, the Verizon negotiating team stressed several times that they greatly preferred using the existing Bell Atlantic/MCI metro Virginia agreement as a basis for negotiations. Verizon advised WorldCom that that they liked the balance the Bell-Atlantic/MCI metro agreement struck because it was the result of negotiation, mediation and arbitration. Verizon also explained that its representatives and subject matter experts were familiar with the existing agreements because they had been in place for more than two years and many other CLECs had adopted them for their own agreements. Finally, they stated that they were mostly satisfied with the existing agreement.

Negotiations for the Maryland interconnection agreements continued until late February 2000, when the Maryland Public Service Commission issued its ruling resolving outstanding arbitration issues between MCI metro and Verizon and required the parties to file a conforming interconnection agreement.

As negotiations in Maryland were no longer necessary, on March 3, 2000, WorldCom sent Verizon a request to begin negotiations for a new interconnection agreement in Virginia. Consistent with the position that Verizon took during the Maryland negotiations, WorldCom requested that Verizon use the Virginia interconnection agreement as the basis for continued

negotiation. On March 16, 2000, Verizon informed WorldCom that Verizon would not conduct any discussions using the existing Virginia interconnection agreement and would only entertain discussions using the Bell Atlantic “template agreement.” WorldCom reviewed Verizon’s Bell Atlantic template agreement and found it significantly deficient. Specifically, the template agreement lacked sufficient detail, was not adequate to serve WorldCom’s business needs, and was not consistent with Verizon’s obligations under the Act and FCC regulations. Indeed, in many instances the template contained terms which were contrary to Verizon’s obligations as an incumbent LEC under the Act and FCC regulations. Although WorldCom informed Verizon of these deficiencies, Verizon continued to insist that it would only negotiate from its Bell Atlantic template.² Verizon’s refusal to participate in any discussions that were not solely based on the Bell Atlantic contract template quickly stalled the negotiation process.

Much work had been done by the parties and the Virginia State Corporation Commission (“VSCC”) to arrive at the existing Virginia interconnection agreement and the existing agreement had already been approved as an arbitrated agreement by the VSCC. In addition, many other Competitive Local Exchange Carriers (“CLECs”) have opted-into the Virginia interconnection agreement pursuant to §252(i) of the Act. Verizon’s Bell Atlantic template bore no resemblance to the existing agreements and represented a fresh start for those agreements in form, structure and substance.

² It is relevant to distinguish Verizon’s position prior to September 2000 from after that time. Prior to September 2000, Verizon had insisted that the parties negotiate from the Bell Atlantic template. After September 2000, Verizon’s position changed and it insisted, as it still does today, that the parties negotiate from the “Verizon template” agreement. As of the time WorldCom filed its arbitration petition at the VSCC, Verizon had not provided the Verizon template to WorldCom.

On April 3, 2000, WorldCom sought to end the impasse by petitioning the VSCC for mediation in accordance with section 252 of the Act. Verizon formally opposed the mediation request, claiming it was “premature,” and the VSCC took no formal action on that request. Given the absence of meaningful negotiations or mediation, WorldCom filed a petition for arbitration with the VSCC on August 10, 2000. On September 13, 2000, the VSCC issued an order stating that it would not review the arbitration petition under federal law. Accordingly, WorldCom filed a petition for preemption with the Commission on October 26, 2000, which was granted on January 19, 2001. See Petition of WorldCom, Inc. for Preemption of Jurisdiction of the Virginia State Corporation Commission Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996 and for Arbitration of Interconnection Disputes with Verizon-Virginia, Inc., Memorandum Opinion and Order, CC Docket No. 00-218, FCC 01-20 (rel. Jan. 19, 2001).³ On December 20, 2000, the VSCC issued an order dismissing the underlying case.

When WorldCom filed its Petition for Arbitration with the VSCC it had just received a proposal from Verizon offering to begin negotiations for the new Virginia interconnection agreement on December 15, 2000. WorldCom has refused to delay the Virginia negotiation/arbitration in part due to WorldCom’s business need to obtain prices, terms and conditions that would support WorldCom’s entry into the Virginia local residential market. As a

³ AT&T and Cox also filed preemption petitions. Those were granted on January 26, 2001. See Petition of Cox Virginia Telecom, Inc. for Preemption of Jurisdiction of the Virginia State Corporation Commission Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996 and for Arbitration of Interconnection Disputes with Verizon-Virginia, Inc., Memorandum Opinion & Order, CC Docket No. 00-249, DA 01-197 (Com. Car. Bur. rel. Jan. 26, 2001); Petition of AT&T Communications of Virginia, Inc. for Preemption of Jurisdiction of the Virginia State Corporation Commission Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996, Memorandum Opinion & Order, CC Docket No. 00-251, DA 01-198 (Com. Car. Bur. rel. Jan. 26, 2001). As these proceedings are before the FCC, the procedural histories will not be repeated here.

result of Verizon's intransigence and refusal to substantively address WorldCom's arbitration petition at the VSCC, WorldCom does not know Verizon's position on many of the issues that WorldCom is raising in this arbitration petition. However, because Verizon continues to insist upon its own template and WorldCom is proposing many issues and provisions that are included in the existing agreement between the parties, WorldCom has stated that Verizon "opposes" these issues raised by WorldCom herein. Verizon's Answer to this Request for Arbitration will be WorldCom's first opportunity to see Verizon's substantive response to these issues, and unless Verizon gives a blanket opposition to all of WorldCom's issues, WorldCom expects that some issues can be resolved through Verizon's acceptance of the existing contract provisions.

STATEMENT OF UNRESOLVED ISSUES

Pursuant to Section 2.1(c) of the Procedural Order, the unresolved issues and the respective positions of WorldCom and Verizon are set forth in Exhibit B to this Petition, and listed in a table at the end of this section. Consistent with the joint pre-filing memorandum of Cox, AT&T and WorldCom, and the Commission order of March 27, 2001, the issues presented in the petition have been grouped in four segments (designated by Roman numerals I-IV), designed to correlate to those issues common to Cox and WorldCom, pricing issues common to AT&T and WorldCom, non-pricing issues common to AT&T and WorldCom and those issues unique to WorldCom. Specifically, issues in segment one ("I") are common to WorldCom and Cox (and to AT&T in several instances), issues in segment two ("II") concern UNE Recurring and Non-Recurring Prices (which are common to AT&T and WorldCom); segment three ("III") issues are common AT&T-WorldCom non-pricing issues; and segment four ("IV") issues are non-pricing issues unique to WorldCom. The Arabic numerals following the roman numbers on the list simply indicate the order of the issues within the segment. Thus an issue marked "IV-1"

is the first WorldCom-specific issue. WorldCom has grouped the issues by subject matter as directed in the Commission's February 1, 2001 order. Thus, for example, all UNE issues are grouped together, with issues common to AT&T and WorldCom designated with a "III" and issues unique to WorldCom designated with a "IV."

The contract provisions proposed by WorldCom are in many instances the existing provisions set forth in the currently effective interconnection agreement previously approved by the Virginia State Corporation Commission. Additional provisions have also been added which reflect subsequent changes in the law or subsequent development of WorldCom's business plan. As directed by the FCC, WorldCom has attached a "list of every unresolved issue, categorized by subject matter, and the position of each of the parties on each issue." Each of the contract provisions proposed by WorldCom is a disputed issue because, to date, there is no agreed-to language between the parties. As indicated in the Statement of Unresolved Issues, many of the existing contract terms should be included in the successor agreement.

The existing agreement includes a significant level of detail concerning matters such as the services and network elements that are to be provided pursuant to the interconnection agreement. This level of detail is necessary to ensure certainty regarding the rights and obligations of the parties. The existing agreement provides a comprehensive description of the services and network elements to be provided by Verizon and their attributes. It provides a detailed basis upon which the parties can do business. As noted, the parties continue to operate under these terms today.

WorldCom's approach to creation of the successor interconnection agreement is to preserve as many terms from the existing agreement as is appropriate and to supplement those terms as needed. Thus, where an existing term retains its validity it should be included in the

successor agreement. A valid and useful term should not be excluded simply for the sake of starting over. On the other hand, where an existing term is no longer valid (where the FCC has changed the rules such as in the UNE Remand Order) or where WorldCom's business needs require a change, WorldCom has proposed new contract provisions. The descriptions that accompany each issue indicate whether the language has been previously used in a WorldCom-Verizon agreement.

Because WorldCom and Verizon have been unable to agree to any contract language, the list of unresolved issues is lengthy.⁵ In part because of the myriad technical requirements involved in interconnection, and in part because this is not a normal business relationship (Verizon, of course, is not a typical supplier but is instead a monopolist entering into interconnection agreements only because it is required to by federal law), the proposed contract provisions require a significant level of detail.

Because many terms were agreed to by Verizon in the parties' first round of negotiations, and because there have been no changes in law or business practice that warrant changing these detailed terms materially, WorldCom has proposed that these terms be included in the successor agreement.⁶ To the extent Verizon does contest an issue, WorldCom urges the Commission to both resolve the issue and adopt the specific contract language proposed by WorldCom. The Commission's adoption of this approach would allow the contract formation process to proceed

⁵ WorldCom investigated the possibility of limiting its list of issues by adopting the agreed-to language between Verizon and AT&T. This option proved infeasible because despite our best efforts, we have not been able to identify any significant amount of such agreed to language between AT&T and Verizon.

⁶ As noted above, Verizon refused to consider any of the proposed language that WorldCom submitted. For this reason, WorldCom has indicated the terms are "opposed by Verizon."

more efficiently by avoiding some of the recurring post-arbitration conflicts that WorldCom has encountered in its five-year experience with interconnection agreements.⁷

Finally, WorldCom again urges the Commission to consolidate these proceedings for hearing purposes. Consolidation will permit the Commission to hear evidence regarding the common issues once instead of three times, and will help the Commission organize the evidence for decision.⁸ Moreover, WorldCom and AT&T intend to present a joint cost case – which will inevitably be one of the more time-consuming portions of this proceeding. For that reason, consolidation for hearing is especially warranted.

⁷ For example, when an arbitration order fails to address an area of the contract, post-arbitration negotiations of that subject matter are often protracted and contentious. In addition, certain parties to arbitration have read arbitration orders in a way that creates ambiguity where there is none, and then have attempted to use the ambiguity (whether real or imagined) to block the successful completion of post-arbitration negotiations. A clear statement of the contract language that the Commission accepts and rejects would speed the contract formation process, which is the ultimate goal of this arbitration.

⁸ Consolidation of common issues simply means that the subject matter is common between the parties, and does not necessarily mean that the parties are seeking identical resolution (i.e., contract language) of an issue. For example, if one of the issues to be arbitrated is whether Verizon has the right to collocate at a CLEC's premises, all three CLECs would argue that the Act does not give Verizon any such right, and would ask the Commission to endorse that principle. However, the specific contract language submitted by each party might vary somewhat, in that one CLEC may be willing voluntarily to allow Verizon into its space under certain conditions (and in exchange for certain commitments from Verizon), another might be willing to allow Verizon in voluntarily under different conditions, and the third might not want Verizon in its space under any circumstances. In each instance, the governing legal principle advocated by the CLECs would be the same (and its resolution the same, i.e., Verizon does not have a right to collocate at a CLEC's premises), but the specific contract language implementing the parties' rights under that language could be somewhat different, based on each party's needs and business plan.

UNRESOLVED ISSUES

UNE PRICING	
Issue II-1	Should Verizon be required to reduce recurring rates for certain Unbundled Network Elements (“UNEs”)?
NON-RECURRING CHARGES	
Issue II-2	What are the proper non-recurring charges, particularly for Unbundled Network Element Platform (“UNE-P”) provisioning in the case of conversions or migrations of existing Verizon customers?
NETWORK ARCHITECTURE	
Issue IV-1	How should third party transit traffic be routed and billed by the parties?
Issue III-3	Does WorldCom have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System (SONET ring)?
Issue IV-2	Is Verizon obligated to provide and use two-way trunks that carry each party’s traffic?
Issue I-1	Does WorldCom, as the requesting carrier, have the right pursuant to the Act, the FCC’s Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point, including a single POI per LATA? May Verizon impose multiple points of interconnection or shift to WorldCom the financial responsibility to transport Verizon’s originating traffic?
Issue I-2	Can Verizon require WorldCom to receive Verizon traffic at a Verizon end office and then require WorldCom to transport that traffic back to the WorldCom network free of charge?
Issue III-1 Issue III-2	Should Verizon be required to provide transit service at TELRIC-based rates?
Issue IV-3	Should the Interconnection Agreement contain specific provisions concerning when the parties should begin planning for trunk and facility augmentation?

Issue IV-4	Should the Interconnection Agreement include terms specifying that Verizon shall respond to a request for Interconnection within ten business days after the date of the request; will provide any information available to it regarding adverse environmental or other conditions at a point of Interconnection or the Interconnection route; shall allow WorldCom to perform any site investigations, including, but not limited to, asbestos surveys, which WorldCom may deem to be necessary in support of its interconnection needs; will make alternative routes available for WorldCom's consideration if Interconnection is complicated by the presence of environmental contamination or other conditions?
Issue IV-5	Should the Interconnection Agreement include a provision specifying that there will be no compensation between the Parties for use of the Interconnection facilities except in those cases where a Party may lease Interconnection facilities from the other ?
Issue IV-6	Should the Interconnection Agreement contain detailed terms addressing Meet Point Trunking arrangements for the joint provisioning of switched access services, including terms specifying the location and capacity of the trunks; the use of Common Channel Signaling, or in exceptional circumstances MF signaling; the routing and handling of Toll Free Service over Meet Point Trunk Groups; and the use of GR-317 or GR-394 for FGB calls?
Issue IV-7	Should the Interconnection Agreement include detailed terms to facilitate the prompt, reliable, and efficient Interconnection of MCI's systems to Verizon's 911/E911 platforms, including the establishment of dedicated trunks from MCI's Central Office to each Verizon 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which MCI provides Exchange Service, with the necessary CAMA signaling, ANI delivery and TTY/TDD capability ; availability of diverse means of delivering 911 calls to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures; the routing of WorldCom's customer 911/E911 calls, including ANIs to the appropriate PSAP; Verizon's provision of CLLI codes for each selective router server area, the 10-digit number of each PSAP, associated addresses, and network meet points; provisions for the overflow of 911/E911 traffic to the Operator Services platform and the 10 digit overlay/alternate number used by each local PSAP; the provision by Verizon of information describing the rate center boundaries served by each selective router; technical specifications for network interface, database loading and maintenance; terms governing the immediate

Issue IV-7 (cont.)	restoration of 911 service and the responsibilities of each party therefor; terms providing for correction of ALI discrepancies, identification of special 911 routing arrangements, and identification of special operator-assisted requirements to support 911?
Issue IV-8	Should the Interconnection Agreement include terms setting forth Operator Services and Directory Assistance Trunking Arrangements?
Issue IV-9	Should the Interconnection Agreement contain detailed provisions addressing the signaling protocol to be used in interconnecting their networks, including the use of SS7 signaling, exchange of Automatic Number Identification, and the requirement that interconnection facilities be 64 Kbps Clear Channel Capable and Extended Super Frame with Bipolar 8 Zero Substitution line coding?
Issue III-4	Should the Interconnection Agreement include detailed provisions addressing network servicing responsibilities, including the development and exchange of joint non-binding forecasting responsibilities; Verizon's financial responsibility to provision trunks within the stated interval; the grade of service (blocking standard) to be maintained; trunk ordering procedures and trunk provisioning intervals; procedures for planning and provisioning of major projects; and testing of trunks prior to turn up?
Issue IV-10	Should the Interconnection Agreement include terms setting forth network management protocols to be used, including protective traffic management controls to protect the network from congestion or overload; expansive protocols for rerouting of traffic in case of congestion; and planning for mass calling and high volume calling situations?
Issue IV-11	Should the Interconnection Agreement include detailed terms addressing usage measurement, including use of standard Automatic Message Accounting records; measurement of terminating minutes in actual conversation seconds and originating minutes in network access duration seconds; the transmission of originating Calling Party Number (CPN) information; and procedures to be followed if CPN is not passed ?

Issue IV-12	Should the Interconnection Agreement include detailed provisions addressing the responsibilities of the parties for complying with requests for audits of usage reports; the responsibilities of the parties for control office functions, coordination, installation, testing, and maintenance, of trunk groups; responsibility to notify one another of service affecting changes; responsibility to coordinate testing activity with one another; perform sectionalization to identify the location of troubles; advise one another of equipment failures; provide trouble reporting contact numbers, test-line numbers, and implement coordinated repair procedures?
Issue IV-13	Should the Interconnection Agreement include reporting terms which provide for monthly facility measurement and trunk group measurement reports from Verizon regarding its interconnection with WorldCom including provision of Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in WorldCom's network?
Issue I-4	Should the ICA contain provisions specifying that MCIm may choose to establish trunking to any given End Office when there is sufficient traffic to route calls directly to such End Office and that the charge for such trunks, if they are not shared, shall be the transport charges for dedicated transport and that for shared trunks the charges will be shared by both Parties in proportion to their respective use of the shared trunk facility ?

INTERCARRIER COMPENSATION

Issue III-5	Should the Interconnection Agreement include terms specifying that rates for transport and termination of Local Traffic must be symmetrical; specifying the transport and termination rates to be applied, including rates for tandem switching, transport to an end office, and end office switching; and specifying that where WorldCom's switch serves a geographic area comparable to the area served by Verizon's tandem switch, WorldCom shall charge for tandem switching?
Issue I-5 Issue I-6	For purposes of reciprocal compensation, should local traffic include traffic to information service providers? Is the jurisdiction of a call determined by the NPA-NXXs of the calling and called numbers?

UNE ISSUES

Issue III-6	Should the Interconnection Agreement include provisions specifying that 1) Verizon shall offer each Network Element individually or as Technically Feasible combinations of network elements, including the combination of all network elements, also known as Network Element Platform; 2) Verizon shall not separate Network Elements that are already combined on Verizon's network unless requested by MCI and that services provided through combinations of Network Elements or UNE-P will not be disconnected, interrupted, or otherwise modified in order for customers to migrate to MCI; 3) Verizon's charge to MCI for any combination may not exceed the TELRIC price for the sum of Network Elements that comprise the combination; and 4) At MCI's request and where Technically Feasible, Verizon shall provide Combinations of Network Elements whether or not those Network Elements are currently combined in Verizon's network.
Issue III-7	Is WorldCom entitled to order combinations of the loop and transport unbundled network elements for the provision of telecommunications services? Can restrictions be placed on the use of unbundled network elements used in the provisions of telecommunications services?

Issue III-8	Should the Interconnection Agreement contain a provision specifying that for each Network Element and Combinations (including UNE-P and loop/transport combinations), Verizon shall provide connectivity at any technically feasible point, not limited to points at which WorldCom collocates on Verizon's premises?
Issue III-9	In what circumstances can Verizon assert the "end user with four or more lines" exception to deny providing WorldCom the local switching unbundled network element?
Issues III-10	Should the Interconnection Agreement contain language setting forth WorldCom's right to line sharing and also to self-provision or partner with a data carrier to provide voice and data service over the same line, via UNE-platform line splitting, and the Commission's future decisions regarding line splitting and the provision of advanced services?
Issue III-11(UNE subloop) Issue III-12 (dark fiber) Issue IV-14 (other provisions of UNE Remand Order)	Should the contract reflect the FCC's decisions in the UNE Remand, Advanced Services and Line Sharing proceedings?
Issue IV-15	Should the Interconnection Agreement contain a provision setting forth Verizon's obligation to provide unbundled network elements, including all the features, functions, combinations, and capabilities, the provision of which is Technically Feasible?
Issue IV-16	Should the Interconnection Agreement include provisions specifying that Verizon shall permit WorldCom to connect its facilities or facilities provided to WorldCom by third-parties with each of Verizon's unbundled Network Elements at those generic points within Verizon's network designated within this Agreement or as a result of the Bona Fide Request ("BFR") process?

Issue IV-17	Should the ICA contain a provision establishing a Bona Fide Request (BFR) Process for Further Unbundling? Should that provision: (1) define the requests subject to the BFR process and obligate Verizon to promptly analyze and consider such requests; (2) specify the form and content of such requests; (3) permit WorldCom to cancel such requests at any time (subject to certain expenses), and obligate Verizon to provide WorldCom with weekly status reports; (4) obligate Verizon to provide a preliminary analysis of the request within 15 days, and define Verizon's permissible substantive responses in its preliminary analysis; (5) provide various ways in which WorldCom may respond to the preliminary analysis within 10 days if that analysis concludes that various forms of further testing are required to determine technical feasibility; (6) obligate Verizon to shorten its response time by utilizing information from previously developed BFRs; (7) specify WorldCom's options in responding to a preliminary analysis within 10 days if that analysis confirms that Verizon will offer the BFR and identifies the date on which Verizon will make a BFR Price Proposal; (8) state that the pricing of a BFR Item will be governed by Applicable Law, absent agreement; (9) obligate WorldCom to place an order for the BFR Item within 90 days after its receipt of a BFR Price Proposal or to seek arbitration or mediation before the Commission, and authorize Verizon to treat the BFR as cancelled if WorldCom fails to do so; and (10) permit a Party to seek mediation or arbitration by the Commission if it believes the other Party is not acting in good faith?
Issue IV-18	Should the Interconnection Agreement specify the functionality provided by multiplexing/concentrating equipment and the associated technical and interface requirements?
Issue IV-19	Should the Interconnection Agreement provide detailed terms specifying the means of access to, and technical and interface requirements for, the network interface device?
Issue IV-20	Should the Interconnection Agreement contain detailed terms setting forth the availability of unbundled local switching (including all features, functions, and capabilities of the switch), as well as detailed descriptions of the daily usage tapes, billable events records, specialized routing, mechanized loop testing, maintenance and repair processes, access to 911 service, and interface requirements (including ISDN) associated with unbundled switching?

Issue IV-21	Should the Interconnection Agreement include detailed provisions regarding the availability of unbundled shared and dedicated transport including a definition thereof, the transmission rates available, the requirement to make all features functions and capabilities available, WorldCom's right to designate equipment to be connected to unbundled transport, and the availability of and detailed technical requirements for digital cross connect systems?
Issue IV-22	Should the Interconnection Agreement include detailed provisions regarding the availability of signaling link transport and signaling transfer points?
Issue IV-23	Should the Interconnection Agreement include detailed provisions setting forth the availability of call related databases including but not limited to LIDB, the Toll Free Number Database, number portability databases, 911 and E911 databases, and AIN databases?
Issue IV-24	Should the Interconnection Agreement include detailed provisions regarding provision of Verizon's directory assistance database UNE to WorldCom, including the price of each directory assistance listing?
Issue IV-25	Should the Interconnection Agreement include detailed provisions regarding the Calling Name (CNAM) database which Verizon must make available as an unbundled network element?
Issue IV-26	Should the Interconnection Agreement include a detailed description of the tandem switching network element which Verizon must provide on an unbundled basis?
Issue IV-27	Should the Interconnection Agreement contain provisions specifying cooperative testing procedures for unbundled network elements provided under the Agreement and specifying that protection, restoration, and disaster recovery procedures for unbundled network elements will occur at parity with the procedures for Verizon's own services, facilities, and equipment?
Issue IV-28	Is WorldCom entitled to collocate advanced services equipment, such as DSLAMs, in Verizon's premises?
Issue I-3	Can Verizon compel WorldCom, or any CLEC, to provide collocation to Verizon at WorldCom facilities?
Issue IV-29	Should the contract language reflect the FCC's decision to allow access to inside wire?
RIGHTS OF WAY	
Issue III-13	What are the rates, terms and conditions under which Verizon provides WorldCom with access to Verizon's poles, ducts, conduits and rights-of-way?
Issue III-13(a)	Should the Interconnection Agreement contain definitions of terms associated with WorldCom's access to Verizon's Rights of Way, Conduits, and Poles?

Issue III-13(b)	Should the Interconnection Agreement contain detailed provisions that: grant a license to WorldCom, on a non-exclusive basis, authorizing the attachment of WorldCom's communications facilities to Verizon's poles and the placement of WorldCom's communication facilities in Verizon's conduits or rights of way; expressly set forth that it is a license and not an easement that is being granted; clarify that Verizon's right to locate in or on its own poles, conduits, or rights of way is not limited by WorldCom's license to locate in or on these facilities; specify that Verizon shall cooperate with WorldCom in obtaining permission for attachment of WorldCom's facilities where Verizon does not have the right to authorize access; and clarify that access is to be provided at parity on a non-discriminatory basis?
Issue III-13(c)	Should the Interconnection Agreement contain detailed provisions that: outline WorldCom's responsibility for attachment/occupancy fees; address non-payment or late payment of fees; set forth Verizon's right to require a bond in the event WorldCom's net worth drops below a certain level; and specify what notice is required for changes in fees?
Issue III-13(d)	Should the Interconnection Agreement contain detailed provisions that: provide for advance payments in the event WorldCom's net worth drops below a certain level; specify that the amount of advance payment will be credited against payment due to Verizon for performing Preliminary Survey and/or Make-Ready Work; and indicate what will be done in the event the advance payment is less than the charge for such work or what will be done in the event it exceeds the charge for such work?
Issue III-13(e)	Should the Interconnection Agreement contain detailed provisions that: outline the requirements and specifications for the placement of communications facilities by WorldCom; specify the time in which safety violations and non-standard conditions must be corrected by WorldCom after written notification by Verizon; provide that Verizon may correct conditions constituting an immediate threat to its personnel without written notice to WorldCom; indicate that failure of Verizon to notify WorldCom of violations will not relieve WorldCom of its responsibility to place its facilities in a safe manner ; and dictate that disputes shall be resolved pursuant to Section 24, Part A of the ICA?

Issue III-13(f)	Should the Interconnection Agreement contain detailed provisions which: clarify that to the extent Verizon's authority to occupy a pole, etc. does not allow WorldCom to place its facilities on Verizon's Poles, Conduits, or Rights of Way, that it is incumbent on WorldCom to secure the necessary authority; clarify that the license granted by Verizon shall not extend to any Pole, Conduit, or Right of Way where such attachment would result in the forfeiture of rights of Verizon or one of its existing licensees; and specify the action which the parties shall take to avoid such forfeiture?
Issue III-13(g)	Should the Interconnection Agreement contain detailed provisions that: address the procedure by which WorldCom is to secure a license to attach to any Pole, or occupy any portion of a Conduit or Right of Way (i.e., by written application and, upon approval, receiving written license from Verizon); set forth the turn-around time and manner in which Verizon must process WorldCom's application, including those which may involve an increase in capacity; set forth Verizon's provision of maps, plats, or other data to assist in completion of the application process; set forth turn-around times for response to inquiries by WorldCom; set forth Verizon's obligations for notifying additional applicants of the existence of other applicants so that costs can be shared; set forth the circumstances under which WorldCom's license would automatically terminate; set forth WorldCom's right to access duct and inner duct; and set forth the parties' obligations should an emergency occur after a provider has made use of the last unoccupied full-sized duct ?
Issue III-13(h)	Should the Interconnection Agreement contain detailed provisions regarding Pre-License Survey and Make-Ready Work requirements and procedures?
Issue III-13(i)	Should the Interconnection Agreement contain detailed provisions regarding Construction, Maintenance and Removal of Communications Facilities?
Issue III-13(j)	Should the Interconnection Agreement contain detailed provisions addressing when licenses terminate automatically and addressing under what terms WorldCom is permitted to terminate its own license?
Issue III-13(k)	Should the Interconnection Agreement contain detailed provisions regarding the terms under which Verizon is permitted to inspect WorldCom facilities attached to Verizon's Poles or occupying Verizon's Conduits or Rights of Way?
Issue III-13(l)	Should the Interconnection Agreement contain detailed provisions concerning procedures to be employed if WorldCom facilities are found attached to poles etc. for which no license has been granted?

Issue III-13(m)	Should the Interconnection Agreement contain detailed provisions regarding Verizon's rights to a security interest in WorldCom's attached facilities when WorldCom's net worth falls below a certain amount?
Issue III-13(n)	Should the Interconnection Agreement contain detailed provisions regarding the parties' liabilities, rights and responsibilities in the event either party damages the other's facilities?
Issue III-13(o)	Should the Interconnection Agreement contain detailed provisions concerning the type, amount and terms of insurance required?
Issue III-13(p)	Should the Interconnection Agreement specify the non-exclusivity of any grant in the agreement and the terms under which WorldCom could assign or transfer any license arising from the agreement?
Issue III-13(q)	Should the Interconnection Agreement contain detailed provisions regarding additional circumstances under which Verizon is entitled to terminate any license authorized by the agreement, WorldCom's responsibilities under these circumstances and the general term of licenses under the agreement?

PRICING TERMS AND CONDITIONS

Issue IV-30	Should the ICA contain a provision setting forth certain general principles regarding the price schedule, including: (1) the effective term of the rates and discounts provided in the ICA (effective for the length of the ICA unless modified by law or otherwise provided); (2) the principle that the rates set forth in Table I that reference existing Tariffs are subject to those Tariffs; and (3) the principle that the rates or discounts in Table I are to be replaced on a prospective basis by FCC or State Commission approved rates or discounts, and setting forth a procedure whereby such approved rates will take effect?
Issue IV-32	Should the ICA contain a provision stating that: (1) absent agreement otherwise, WorldCom will pay only those rates set forth in Table I for services purchased under the ICA; (2) Verizon will pay for any systems or infrastructure it requires to provide the services covered by the ICA, and that it may recover those costs only through the rates set forth in Table I; and (3) rates for subsequently developed services or services modified by regulatory requirements will be added to Table I by agreement; and (4) electronic copies of the pricing tables will be provided to WorldCom to facilitate changing the rates in the pricing tables?

Issue IV-33	Should the ICA contain a Local Service Resale provision that: (1) sets forth the amount that WorldCom will pay to Verizon for services if such services are tariffed by Verizon for sale to subscribers who are not "Telecommunications Carriers" under the Act (that amount being the Tariff rate for each retail Telecommunications Service subject to wholesale pricing, as reduced by the applicable percentage discount set forth in Table I); (2) explains that if Verizon revises such tariffed rates during the term of the ICA, the applicable percentage discount will be applied to the revised rate; and (3) provides that no discount shall apply (absent agreement otherwise) to Verizon Telecommunications Services that are tariffed by Verizon for sale to subscribers who are Telecommunications Carriers, or to any Verizon services other than Telecommunications Services that Verizon may choose to offer for resale?
Issue IV-34	Should the ICA contain a provision that (1) entitles WorldCom to deliver both Local Traffic and toll traffic over the same trunk group(s); (2) establishes the procedure for measuring the jurisdiction of this traffic based on Verizon's terminating call records and the CPN WorldCom passes on these calls; (3) provides that if WorldCom fails to pass CPN on more than 10% of the calls, it will provide Percent Local Usage (PLU) information to Verizon ; (4) provides that in the event WorldCom includes both interstate and intrastate toll traffic over the same trunk, and fails to pass CPN on more than 10% of the calls, it will then provide Percent Interstate Usage (PIU) to Verizon; (5) gives Verizon the same options and obligations as WorldCom; (6) sets forth requirements for determining PIU and PLU information; and (7) provides that that the basis for such determinations are subject to audit?
Issue IV-35	Should the ICA contain a provision that states that reciprocal compensation for the exchange of Local Traffic shall be paid?
Issue IV-36	Should the ICA contain a Detailed Schedule of Itemized Charges (Table I of Attachment I)?
Issue IV-37	Should the Interconnection Agreement reflect the Meet Point Billing arrangements proposed by WorldCom?
Issue I-9	May Verizon place a cap on WorldCom's charges to Verizon at the level of Verizon's charges to WorldCom?
RESALE	

Issue IV-38	Should the Interconnection Agreement contain provisions which list specific requirements for various services available for resale such as Centrex, Federal and State Programs, N11 Service, Grandfathered Services, Contract Service Arrangements, Special Arrangements, and Promotions, VoiceMail Service, Hospitality Service, and Telephone Line Number Calling Cards?
Issue IV-39	Should the Interconnection Agreement include provisions requiring Verizon to make available for resale any Telecommunications Service that Verizon currently provides or may offer hereafter, on terms that are reasonable and non-discriminatory, including services that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that Verizon provides itself, including its end-users?
Issue IV-40	Should the Interconnection Agreement include a provision specifying that the naming of services which Verizon shall make available for resale in the Interconnection Agreement is neither all inclusive nor exclusive and that all telecommunications services which are to be offered for resale are subject to the terms of the Interconnection Agreement?
Issue IV-41	Should the Interconnection Agreement contain provisions which place restrictions on WorldCom's right to purchase services, in accordance with law, under the Agreement for resale?
Issue IV-42	Should the Interconnection Agreement contain provisions describing processes used by Verizon to inform WorldCom of special reduced charge programs for the handicapped, indigent, etc., participated in by migrating customers and processes for the handling of law enforcement and service annoyance calls?

SECURITY REQUIREMENTS

Issue IV-43	<p>Should the ICA contain a provision setting forth security requirements for physical Collocation at Verizon's premises, requiring each Party to take reasonable steps to protect the other's personnel and property? More specifically, should that provision: (1) permit WorldCom to access only equipment owned by it and to enter only those areas of Verizon's premises where such equipment is located, require Verizon to maintain a log of its employees and agents that enter these areas, and require Verizon to allow WorldCom, after reasonable advance notice, to inspect areas that house or contain WorldCom equipment or equipment enclosures in accordance with mutually acceptable procedures; (2) obligate WorldCom to deliver to Verizon a list of employees and agents authorized to enter Verizon's premises and require such employees or agents to prominently display identification badges while on Verizon's premises; (3) require each Party, while on the other's premises or in areas on its premises designated solely for the other Party's use, to comply with the other's generally applicable security and safety procedures and requirements (provided that WorldCom's procedures and requirements for acts to its equipment areas are consistent with those established by Verizon for the relevant premise); (4) prohibit both Parties from tampering with or performing any activities upon the other's equipment located on its premises, except as necessary to perform the ICA or in case of emergency, and set forth a procedure for such emergencies; (5) require WorldCom to adequately secure the areas that house its equipment to prevent unauthorized entry, remove any liability from Verizon in that regard, and require WorldCom to provide Verizon with access to such areas; (6) require prompt notification in case of breach of the security provisions; and (7) require WorldCom to ensure that its equipment is suitable for use in the operational environment, and remove liability from Verizon in this regard, other than to maintain the general environmental conditions in the premises at normal operational levels suitable for its own equipment?</p>
Issue IV-44	<p>Should the ICA contain a system security provision which would: (1) require each Party to provide the other a back-up and recovery plan to be used in the event of a system failure or emergency to facilitate prompt systems restoration and recovery; (2) require each Party to reasonably cooperate to determine which systems require disaster, restoration and recovery plans, and to provide such plans if necessary; and (3) require each Party to maintain a reasonable standard of security between operation system interfaces consistent with its own information security practices?</p>

Issue IV-45	Should the ICA contain a fraud prevention provision that: (1) requires each Party to make available to the other fraud prevention features that may be embedded within any of the Network Elements; (2) makes clear that uncollectible or unbillable revenues from fraud and resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing the error; and (3) states that neither Party is liable to the other for any fraud incurred in connection with service offerings, but that each Party must indemnify and hold each other harmless for any losses payable to IXC carriers caused by "clip-on" fraud incurred as a result of unauthorized access to an indemnifying Party's Service Area Concept (provided that the indemnifying Party shall control all negotiations and settlements of such claims with the applicable IXC carriers)?
Issue IV-46	Should the ICA contain a law enforcement interface provision that requires each Party to provide reasonable assistance to the other in accordance with Applicable Law and the Party's internal procedures in connection with: installation of an information retrieval from traps in its network, emergency traces on and information retrieval from subscriber invoked CLASS services, and execution of wiretap or dialed number recorder orders from law enforcement authorities?
BUSINESS PROCESS REQUIREMENTS	
Issue IV-47	Should the Interconnection Agreement contain provisions setting forth the terms and conditions that apply to the parties' contact with each other's subscribers?
Issue IV-48	Should the Interconnection Agreement contain provisions requiring the parties to use escalation and work center interface procedures and subscriber contact information that will govern the parties' interactions with each other?
Issue IV-49	Should the Interconnection Agreement contain a provision requiring Verizon to notify WorldCom of any proposed changes to Verizon's retail service offerings?
Issue IV-50	Should the Interconnection Agreement contain provisions setting forth requirements on the parties regarding Essential Services and Deaf and Disabled Services?
Issue IV-51	Should the Interconnection Agreement require that the application-to-application OSS interfaces deployed by Verizon to comply with industry standards?
Issue IV-52	Should the Interconnection Agreement contain provisions setting forth change management and control procedures?

Issue IV-53	Should the Interconnection Agreement contain a provision requiring Verizon to provide preordering, ordering, and provisioning business support to WorldCom at parity with what Verizon provides to itself?
Issue IV-54	Should the Interconnection Agreement contain provisions setting forth requirements for Verizon to maintain a Help Desk/Single Point of Contact ("SPOC")?
Issue 55	Should the Interconnection Agreement contain a provision requiring Verizon to support all pre-ordering, ordering and provisioning order types and functions as required by OBF guidelines and business rule and as they exist on the Effective Date of this Agreement?
Issue IV-56	Should the Interconnection Agreement contain provisions requiring Verizon to participate in the National Consumers Telecommunications Data Exchange ("NCTDE") for exchange of information on subscribers' payment history?
Issue IV-57	Should the Interconnection Agreement contain a provision requiring Verizon to provide WorldCom with the capability to order local service, intraLATA and interLATA service on behalf of WorldCom's subscriber on one single order according to OBF guidelines?
Issue IV-58	Should the Interconnection Agreement contain provisions setting forth requirements for Number Administration and Number Reservations?
Issue IV-59	Should Verizon be required to provide WorldCom with electronic copies of their Universal Service Order Codes ("USOCs"), their corresponding alpha-numeric descriptions, and Feature Identifications ("FIDs")?
Issue IV-60	Should the Interconnection Agreement require Verizon to provide blocking services at the request of WorldCom?
Issue IV-61	Should the Interconnection Agreement contain provisions regarding compliance with Ordering Billing Forum ("OBF") guidelines and processes to follow to obtain Verizon's business rules and processes?
Issue IV-62	Should the Interconnection Agreement contain provisions protecting WorldCom's subscribers from premature disconnects when their service is changed from Verizon to WorldCom and preventing a party from requiring a "disconnect" order before allowing a subscriber to change service?
Issue IV-63	Should the Interconnection Agreement contain provisions setting forth the coordinated cut-over process?
Issue III-16	Should the Interconnection Agreement address transfer of service announcements for when a subscriber changes service to another carrier and does not retain their prior telephone number?

Issue IV-64	Should the Interconnection Agreement contain provisions allowing WorldCom as the purchaser of services to request a due date for provision of service by Verizon that is within agree to intervals and to request and pay for expedited service on a reasonable basis?
Issue IV-65	Should the Interconnection Agreement contain provisions regarding subscriber premises inspections?
Issue IV-66	Should the Interconnection Agreement contain provisions regarding Firm Order Confirmations ("FOCs")?
Issue IV-67	Should Verizon be required to provide detailed explanations for both manual and automated order rejections?
Issue IV-68	Should the Interconnection Agreement contain provisions regarding Service Order Changes?
Issue IV-69	Should Verizon be required to provide the reason why orders cannot be completed on time, and coordinate a new date for completion when order due dates are changed?
Issue IV-70	Should the Interconnection Agreement require loss notification notices and provisioning and billing completion notices to be sent by Verizon?
Issue IV-71	Should the Interconnection Agreement contain provisions regarding ordering Network Elements individually and in Technically Feasible Combinations?
Issue IV-72	Should the Interconnection Agreement set forth the requirements for application-to-application OSS interfaces that will be used by the parties?
Issue IV-73	Should the Interconnection Agreement set forth the requirements for ordering and provisioning for resale services and network elements?
Issue IV-74	Should the Interconnection Agreement set forth the requirements for interim and standard billing, and collocation billing arrangements between the parties?
Issue IV-75	Should the interconnection agreement include provisions regarding payment of access charges under interim number portability arrangements?
Issue IV-76	Should the Interconnection Agreement set forth the requirements for billing format, manner of payment, billing disputes, and billing formats?
Issue IV-77	Should the Interconnection Agreement contain terms and conditions for Verizon's provision of Recorded Usage Data ("RUD") to WorldCom in connection with the provision to WorldCom of Verizon's switch-based services?
Issue IV-78	Should the Interconnection Agreement contain provisions regarding the terms and conditions surrounding repair, maintenance, testing and surveillance for services purchased under the agreement?

Issue IV-79	Should the Interconnection Agreement contain provisions regarding 911 and E911 requirements?
Issue IV-80	Should the Interconnection Agreement contain provisions regarding Directory Assistance Service?
Issue IV-81	Should the Interconnection Agreement contain provisions regarding Operator Services ("OS")?
Issue IV-82	Should the Interconnection Agreement contain provisions regarding Directory Assistance, Listings Service Requests and Directory Assistance data?
Issue I-8	May Verizon monitor WorldCom's access to and use of customer proprietary network information made available to WorldCom?
Issue I-11	May Verizon summarily and unilaterally terminate WorldCom's access to the OSS unbundled network element?
TERMS AND CONDITIONS	
Issue I-10	Should the Interconnection Agreement contain a provision defining the term of the Interconnection Agreement (3 years from the Effective Date), and establishing a process for extending the term and effectiveness of the Interconnection Agreement pending creation of a superceding interconnection agreement?
Issue IV-83	Should the Interconnection Agreement contain a provision defining the scope of the agreement, states that the Interconnection Agreement specifies the rights and obligations of each Party with respect to the purchase and sale of Local Interconnection, Local Resale, Network Elements, and related services, and defines the subject matter content of each Part of the Interconnection Agreement?
Issue IV- 84	Should the Interconnection Agreement contain a provision: (1) obligating Verizon to provide services in any Technically Feasible combination requested by WorldCom (excepting Local Resale); (2) prohibiting either party from discontinuing or refusing to provide any service provided or required under the Interconnection Agreement (except in accordance with the terms of the Interconnection Agreement), without the other party's written agreement; and (3) prohibiting Verizon from altering its network without notice in a manner (i) inconsistent with the FCC's notice requirements and (ii) that would impair WorldCom's rights under the Interconnection Agreement?

Issue IV-85	Should the Interconnection Agreement contain a provision stating that, in the event of a conflict between the rates and charges set forth in the Interconnection Agreement and those set forth in a Tariff, the Interconnection Agreement should control? Should that provision further provide that the Tariff and the Interconnection Agreement should be construed to avoid any conflicts, and that changes or modifications to Tariffs filed by one Party that materially and adversely alter the terms of the Interconnection Agreement shall be effective against the other Party only upon that Party's written consent, or upon an order of the Commission?
Issue IV-86	Should the Interconnection Agreement contain a provision stating that (1) except as otherwise provided, the purchasing Party is authorized to use the services provided to it under the Interconnection Agreement in connection with other technically compatible services provided by the providing Party under the Interconnection Agreement, or with any services provided by the purchasing Party or third parties, but that (2) unless otherwise provided, interconnection services, call transport and termination services, and unbundled Network Elements shall be available under the terms and conditions (including prices) set forth in the Interconnection Agreement, and shall only be used for purposes consistent with the purchasing Party's obligations under the Act and any rules, regulations or orders thereunder?
Issue IV-87	Should the Interconnection Agreement contain a provision stating that no provision of the Interconnection Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties?
Issue IV-88	Should the Interconnection Agreement contain a provision: (1) making assignments or delegations of Interconnection Agreement rights or obligations to any non-affiliated entity void, without prior written notice and consent, (2) requiring written notice of an assignment or delegation to an Affiliate, and (3) further setting forth the rights and obligations of the Parties upon a valid assignment or delegation?

Issue IV-89	Should the Interconnection Agreement contain a provision governing audits and examinations that: (1) entitles each Party to audit the other Party's books, records and documents for the purpose of evaluating the accuracy of the other Party's bills and performance reports rendered under the Interconnection Agreement, and that states how often such audits may be performed; (2) states that a Party may employ others persons or firms to conduct the audit, and that the time and place of audits shall take place by agreement of the parties; (3) sets forth a procedure for correction by the audited party of any error revealed in the audit; (4) obligates each Party to cooperate fully in any audit; (5) places the cost of the audit on the auditing Party, but prohibits the audited Party from charging the auditing Party for reasonable access; (6) provides that information disclosed in an audit is deemed to be confidential information subject to the Interconnection Agreement's confidentiality restrictions; (7) provides for a limited survival period for audits following expiration or termination of the Interconnection Agreement?
Issue IV-90	Should the Interconnection Agreement contain a provision governing the the rights and procedures for billing disputes, including allocation of interest payments upon resolution of such disputes?
Issue IV-91	Should the Interconnection Agreement contain detailed provisions setting forth how branding will occur?
Issue IV-92	Should the Interconnection Agreement contain a provision that makes clear that the Interconnection Agreement provisions governing branding shall not confer on either Party any rights to the service marks, trademarks and tradenames owned by or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the branding provisions?
Issue IV-93	Should the Interconnection Agreement contain a provision that requires Verizon technicians, when on a premise visit on behalf of WorldCom, to identify themselves as Verizon employees performing services on behalf of WorldCom? Should that provision also define the appropriate contents of a status card left by such a technician on a status visit (and include an Exhibit A that contains a representative sample) and prohibit such technicians from leaving any promotional or marketing literature for or otherwise market Verizon Telecommunications Services to the WorldCom customer (excepting a telephone number for customer service or sales)?
Issue IV-94	Should the Interconnection Agreement contain a provision stating that the purchasing Party will pay charges in consideration for services, and incorporating by reference attachments setting forth charges and billing and payment procedures?

Issue IV-95	Should the Interconnection Agreement contain a provision making each Party (subject to certain exceptions) responsible for all costs and expenses incurred in complying with its obligations under the Interconnection Agreement, and requiring each Party to undertake the technological measures necessary for such compliance?
Issue IV-96	Should the Interconnection Agreement contain a provision requiring each Party to comply with Applicable law, to obtain and keep in effect all regulatory approvals, and to reasonably cooperate in obtaining and maintaining such approvals? Should the provision further provide that the Interconnection Agreement shall survive, subject to other provisions of Part A, in the event that the Act or FCC rules and regulations applicable to the Interconnection Agreement are held invalid?
Issue IV-97	Should the Interconnection Agreement contain a provision governing the parties' responsibilities with respect to confidential information? Specifically, should the Interconnection Agreement contain a provision that (1) defines the term confidential information; (2) specifies a method for identifying and designating confidential information; (3) states the obligations imposed upon the recipient of confidential information under the Interconnection Agreement; (4) provides for limited disclosure to third parties in certain circumstances; (5) limits reproduction of confidential information; (6) sets forth procedures for return of confidential information, loss of such information, and unauthorized disclosure; (7) provides certain exceptions from the confidentiality obligations imposed by the provision in the case, for example, of information publicly available or legally compelled disclosure; (8) provides for survival of confidentiality obligations following expiration, cancellation or termination; (9) makes clear that disclosure to a Party does not affect property rights in the information; (10) provides for equitable relief, including injunctive relief and specific performance, for a breach of confidentiality; (11) makes clear that it provides additional confidentiality protections to those existing under Applicable Law; (12) sets forth obligations with respect to access, use, or disclosure of Customer Proprietary Network Information (CPNI) or other customer information; and (13) makes clear that it does not limit the rights of either Party with respect to its own subscriber information?
Issue IV-98	Should Verizon be precluded from sharing WorldCom confidential information with Verizon's retail component?
Issue IV-99	Should the Interconnection Agreement contain a provision setting forth rules of construction applicable to the Interconnection Agreement terms and conditions?

Issue IV-100	Should the Interconnection Agreement contain a dispute resolution provision that permits the Parties to submit to the Commission any dispute arising out of the Interconnection Agreement that the Parties cannot resolve (assuming the Commission retains continuing jurisdiction to implement and enforce the terms and conditions of the Interconnection Agreement), and that sets forth the obligations of the Parties upon such submission?
Issue IV-101	Should the parties be allowed to submit disputes under the agreement to binding arbitration under the United States Arbitration Act?
Issue IV-102	Should the Interconnection Agreement contain a provision stating that the Interconnection Agreement constitutes the entire agreement between the Parties on the subject matter of the Interconnection Agreement, and that it supersedes any prior or contemporaneous agreement, understanding, or representation on that subject matter?
Issue IV-103	Should the Interconnection Agreement contain a provision governing liability for environmental contamination that: (1) states that neither Party shall be liable to the other for any costs whatsoever resulting from the other Party's violation of federal, state, or local environmental law; (2) requires each Party, upon request, to indemnify, defend, and hold harmless the other Party against all losses caused by the indemnifying Party's violation of environmental laws; (3) places limited obligations on WorldCom regarding compliance with asbestos-regulating laws when WorldCom engages in abatement activities or equipment placement activities resulting in the generation or placement of asbestos containing material; (4) makes clear that WorldCom has no additional legal responsibilities regarding asbestos containing material on Verizon property; and (5) obligates Verizon to notify WorldCom if Verizon undertakes any asbestos control or asbestos abatement activities that could affect WorldCom's equipment or operations?
Issue IV-104	Should the Interconnection Agreement contain a provision obligating both parties in their performance of their obligations under the Interconnection Agreement to cooperate fully and act in good faith and consistently with the intent of the Act, and prohibiting either Party from unreasonably delaying, withholding, or conditioning any action it is required or permitted to take pursuant to the Interconnection Agreement?
Issue IV-105	Should the Interconnection Agreement contain a provision stating that the Act and Virginia law govern the validity, construction, enforcement, and interpretation of the Interconnection Agreement, without regard to Virginia's conflict of laws rules?

Issue IV-106	Should the Interconnection Agreement contain a provision under which each Party agrees to indemnify the other Party for certain specified liability arising from the Interconnection Agreement that is legally caused by the indemnifying Party? Should the provision also contain various procedures, including limiting conditions, regarding how indemnification is obtained, including notice, authority to defend, authority to settle, obligation to assert defenses in applicable Tariffs, and an obligation on the indemnified Party to offer reasonable cooperation and assistance?
Issue IV-107	Should the Interconnection Agreement contain a provision regarding intellectual property rights stating that (1) any intellectual property originating from or developed by a Party remains in the exclusive ownership of that Party; and (2) the Interconnection Agreement does not grant either Party any form of license in the other Party's intellectual property (with the exception of certain limited use licenses)?
Issue III-15	Should the Interconnection Agreement contain a provision under which Verizon agrees to use its best efforts to negotiate rights for MCIIm to use Verizon's network under the same licensing terms that Verizon's receives from its vendors? Should that provision require Verizon to indemnify WorldCom against third party intellectual property claims arising out of WorldCom's use of Verizon's network, in the event that Verizon fails to use its best efforts to negotiate such rights for MCIIm? Should that provision also require Verizon to warrant that it will seek to ensure in its licensing agreements with third parties that WorldCom may use or interconnect with Verizon's network equipment or software? Should the provision contain additional clauses relating to Verizon's obligation to provide notice of third party intellectual property claims, Verizon's obligation to avoid such claims where possible, and WorldCom's reservation of rights to pursue certain remedies against Verizon?
Issue IV-108	Should the Interconnection Agreement contain a provision that prohibits either Party from publishing or using, absent agreement, the other Party's logo, trademark, or service mark in any product, service, advertisement, promotion, or any other publicity matter?
Issue IV-109	Should the Interconnection Agreement contain a provision stating that the Interconnection Agreement is the joint work product of the representatives of the Parties, that it has been drafted in final form by one of them for convenience, and that no inferences designed to resolve ambiguity shall be drawn against either Party solely on the basis of authorship?

Issue IV-110	Should the Interconnection Agreement contain a provision that prohibits a providing Party from requiring the purchasing Party to produce a letter of authorization, disconnect order, or other writing, from the purchasing Party's subscriber as a pre-condition to processing an Order from the purchasing Party?
Issue IV-111	Should the Interconnection Agreement contain a provision that requires Verizon to provide notices of network changes in compliance with Section 251(c)(5) of the Act and the FCC's implementing regulations?
Issue IV-112	Should the Interconnection Agreement contain a provision that obligates the Parties to submit promptly the Interconnection Agreement to the Commission and all other governmental entities from which regulatory approval is needed, and that obligates the Parties to negotiate promptly and in good faith such revisions as may reasonably be required to achieve regulatory approval?
Issue IV-113	Should the Interconnection Agreement contain a provision obligating the Parties to negotiate promptly and in good faith to amend the Interconnection Agreement in the event that subsequent changes in the law render any provision of the Interconnection Agreement unlawful, or materially alters the obligation(s) to provide services, or the services themselves, embodied in the Interconnection Agreement?
Issue IV-114	Should the Interconnection Agreement contain a provision stating the Parties' intention that any services requested by either Party relating to the subject matter of the Interconnection Agreement that is not offered under the Interconnection Agreement will be incorporated into the Interconnection Agreement by amendment upon agreement by the Parties?
Issue IV-115	Should the Interconnection Agreement contain a provision requiring the Parties, when they submit the Interconnection Agreement to the Commission for approval, to request that the Commission approve the Interconnection Agreement and refrain from taking any action to change, suspend, or otherwise delay implementation? Should the provision also make each Party responsible for obtaining and keeping in effect all regulatory approvals that may be required in connection with the performance of its respective obligations under the Interconnection Agreement?
Issue IV-116	Should the Interconnection Agreement contain a provision reserving the Parties' rights to legally challenge through the Section 252 appeal process any term or condition of the Interconnection Agreement established by order of the FCC or Commission?

Issue IV-117	Should the Interconnection Agreement contain a provision that, except as otherwise expressly stated, places on each Party the legal responsibility and expense for obtaining all rights and privileges necessary for the Party to provide its services pursuant to the Interconnection Agreement?
Issue IV-118	Should the Interconnection Agreement contain a provision making clear that each Party is an independent contractor with full control of and supervision over its own performance of obligations and its employment practices; that the Interconnection Agreement does not create any other legal relationship between the Parties, such as an agency or partnership relationship; and that the legal relationship formed is non-exclusive, preserving the right of each Party to provide services to, or purchase services from, other parties?
Issue IV-119	Should the Interconnection Agreement contain a provision governing available remedies and that authorizes a Party to sue in equity for specific performance?
Issue IV-120	Should the Interconnection Agreement contain a provision governing available remedies stating that the remedies specified in the Interconnection Agreement are cumulative and are not intended to be exclusive of other remedies available to the injured Party at law or equity? Should the provision also state the Parties' agreement that the self-executing remedies for performance standards failures are not inconsistent with any other available remedy and are intended, as a financial incentive to meet performance standards, to stand separate from other available remedies?
Issue IV-121	Should the Interconnection Agreement contain a provision (1) requiring Verizon to provide services and perform under this Agreement in accordance with any performance standards, metrics, and self-executing remedies (a) set forth in the Agreement and (b) established by the FCC, the Commission, and any governmental body of competent jurisdiction; and (2) incorporating those standards, metrics and remedies by reference into the Interconnection Agreement?
Issue IV-122	Should the Interconnection Agreement contain a severability provision stating that, if any term, condition or provision of the Interconnection Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not invalidate the entire Interconnection Agreement (unless such construction would be unreasonable), that the Interconnection Agreement in that event would be construed as if it did not contain the invalid or unenforceable provision or provisions, and that the rights and obligations of each Party would be construed and enforced accordingly?

Issue IV-123	Should the Interconnection Agreement contain a provision governing subcontracting, which makes clear that a Party remains responsible for its Interconnection Agreement obligations even when it subcontracts with another entity to perform those obligations, that the subcontracting Party is solely responsible for paying its subcontractors, and that no subcontractor shall be deemed a third party beneficiary under the Interconnection Agreement?
Issue IV-124	Should the Interconnection Agreement contain a provision that authorizes a Party to fulfill its obligations under the Interconnection Agreement itself or through an Affiliate, but which states that use of an Affiliate does not affect a Party's liability or duty under the Interconnection Agreement?
Issue IV-125	Should the Interconnection Agreement contain a provision that makes the agreement binding upon, and for the benefit of, the Parties and their respective successors and permitted assigns?
Issue IV-126	Should the Interconnection Agreement contain a provision governing collection and payment of taxes imposed by taxing authorities on purchase of services under the Interconnection Agreement? Specifically, should such a provision: (1) set forth conditions for collection and remittance of taxes by the parties; (2) set forth procedures should the providing Party not submit timely bills for taxes to the purchasing Party (including a limitation that taxes be assessed or paid within one year of a transaction); (3) set forth special procedures governing resale of services that would allow the party purchasing service to be exempt from tax; (4) set forth provision requiring the purchasing Party to indemnify the providing Party for any tax due on services purchased for resale; (5) obligate each Party to reasonably cooperate with the other in the event of an audit by a taxing authority; (6) set forth a definition of effective notice or communication for tax purposes, and identify designates for receipt of such notice or communication?
Issue IV-127	Should the Interconnection Agreement contain a provision stating that the Interconnection Agreement is for the benefit of the Parties alone and that it does not create any third party beneficiaries?
Issue IV-128	Should the Interconnection Agreement contain a provision stating that a Party's failure or delay in seeking to enforce the Interconnection Agreement, or to seek any remedy under it, is not to be construed as a waiver of the Party's rights under the Interconnection Agreement? Should the provision also state that any waiver by a Party of a default by the other Party shall not be deemed a waiver of any other default?
Issue IV-129	Should the Interconnection Agreement contain a "Part B" that provides definitions of certain capitalized terms and words used throughout the Interconnection Agreement?

PERFORMANCE METRICS AND REMEDIES	
Issue IV-130	What are the appropriate performance reports, standards and benchmarks that should apply to Verizon services provided pursuant to the interconnection agreement?
Issue III-14	What are the appropriate financial remedies that should apply to Verizon's provision of services pursuant to the interconnection agreement?

STATEMENT OF RESOLVED ISSUES

Pursuant to Section 2.1(d) of the Procedural Order, WorldCom states that there are no agreed-to issues in this proceeding at this time.

INTERCONNECTION AGREEMENT BEING NEGOTIATED BY THE PARTIES

Pursuant to Section 2.1(e) of the Procedural Order, Exhibit C contains a copy of the interconnection agreement that WorldCom proposes the Commission adopt. As described above, Verizon's insistence that the Bell Atlantic template agreement form the basis for any future interconnection agreement between Verizon and WorldCom caused the parties' negotiations to stall at a very early stage. Therefore, at this time, all of the language in the proposed interconnection agreement is disputed.

INTERCONNECTION AGREEMENT GOVERNING CURRENT RELATIONS

Pursuant to Section 2.1(f) of the Procedural Order, a copy of the interconnection agreement under which WorldCom and Verizon are currently operating is attached at Exhibit D to this Petition.

STATE COMMISSION PLEADINGS AND ORDERS

Pursuant to Section 2.1(g) of the Procedural Order, a copy of the pleadings filed in the proceedings before the VSCC, and of letters, orders, or rulings issued by the VSCC, are attached to this Petition at Exhibit D.

LIST OF PERSONS UPON WHOM WORLDCOM INTENDS TO RELY TO SUPPORT ITS POSITIONS

Pursuant to Section 2.1(h) of the Procedural Order, Exhibit F to this Petition contains a preliminary list identifying each person with knowledge upon whom WorldCom intends to rely to support its position on each of the unresolved issues. WorldCom reserves the right to supplement this list based on issues raised in Verizon's responses and further refinement of the issues presented herein based on negotiations, if any, of the parties.

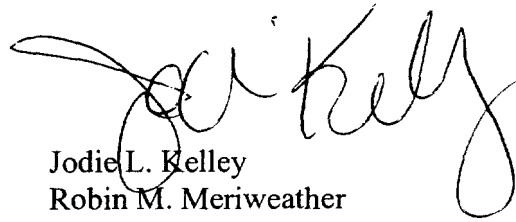
COST MODELS AND STUDIES

Pursuant to the Commission's March 27, 2001 Letter Ruling, the cost studies will be submitted to the Commission by July 2, 2001. That submission will satisfy the requirements of section 2.1(i) of the Procedural Order.

CONCLUSION

For the foregoing reasons, WorldCom respectfully requests that the Commission grant the relief requested herein.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jodie L. Kelley", written over the printed name.

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WorldCom, Inc.
1133 19th Street, N.W.
Washington, D.C. 20036

CERTIFICATE OF SERVICE

I, Jodie L. Kelley, hereby certify that on this 23rd day of April, 2001, I caused a true copy of the foregoing "Request for Arbitration" to be served in the manner indicated below on the following parties:

Karen Zacharia
David Hall
Verizon-Virginia, Inc.
1320 North Courthouse Road, 8th Floor
Arlington, VA 22201
* By Hand Delivery

Richard D. Gary
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* By Hand Delivery

By: _____

Jodie L. Kelley